



PRINTED NAME OF BIDDER

PARTS & REPAIRS FOR TENNANT SWEEPERS

Invitation to Bid No. 119950 Issued: April 30, 2012

PURCHASING BUREAU CONTACT: Roslyn K. Phillips, Purchaser (585) 428-7042

BID OPENING: Monday, May 7, 2012 at 11:00 a.m.

Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, prior to bid opening, at which time and place all bids will be opened, read and recorded.

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appears immediately following this title page and is incorporated into the bidding document and contract by reference.

CONTRACT CHARACTERISTICS

(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT, ONE YEAR WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: NONE

BIDDERS: Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



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1. SCOPE

- 1.1 It is the intent of the City of Rochester to establish an annual contract for in-shop repairs and parts, and parts purchases on an over-the counter basis for Tennant Sweepers.
- 1.2 Bidders may bid on any or all of those items which pertain to their operation and/or inventory levels.
- 1.3 The City currently owns the following:
 - 1.3.1 (2) M-20
 - (5) Assorted Older Sweepers

2. APPLICABLE PUBLICATIONS

- 2.1 Current 2012 Parts Price Book
- 2.2 Current Labor Time Guides

3. REQUIREMENTS

3.1 DELIVERY AND RETURN OF VEHICLES FOR SERVICE

If the successful bidder maintains a local repair facility (within 5 miles distance from downtown Rochester), the City will deliver the vehicles to be repaired and will pick them up when repairs are completed. If no such local facility is maintained by the bidder, the bidder shall be responsible for pickup and delivery of vehicles from any specified City-owned facility at no additional cost to the City.

3.2 DELIVERY GUARANTEE FOR PARTS

3.2.1 For all items, delivery shall be made within five (5) days of receipt of order. If shipment cannot be made within the time, purchase may be made on the open market, pursuant to paragraph 35 of the General Conditions and Instructions to Bidders.

3.2.2 Shipment of emergency items shall be made immediately.

3.2.3 Agency shall also be accorded "over-the-counter" service, as applicable.

3.3 INFORMATION WITH BID

The bidder must include one (1) copy of the price list with the proposal.

3.4 Contractors shall furnish an additional price list to the City Purchasing Agent immediately upon award of contract and assist the using agency in its use.

3.5 GUARANTEES

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- 3.5.1 The bidder guarantees that the replacement parts offered are genuine standard new stock products specifically designed and manufactured for use with original equipment, and are identical in all respects to original manufacturer's replacement parts; also that no part shall be substituted contrary to the manufacturer's recommendation. Every replacement part delivered shall be guaranteed against faulty material and workmanship in accordance with the manufacturer's standard warranty. Any faulty part shall be immediately replaced by the contractor without any cost to the City.
- 3.5.2 The City reserves the right to purchase in the open market the replacement for any defective part not replaced by the vendor within 48 hours after notification to the vendor of such defect. In such instance any excess re-procurement cost may be deducted from monies owed to the successful bidder.
- 3.5.3 In the event a specified manufacturer's commodity listed in the successful bidder's Proposal and subsequent Contract Award becomes unavailable or cannot be supplied to the City by the contractor for any other reason, a product deemed by the Purchasing Agent or its designee to be the equal of the specified commodity must be substituted by the contractor.

4. QUALIFICATION OF BIDDERS

- 4.1 In addition to all items specified under paragraph 23 of the General Conditions and Instructions to Bidders, the City may consider the following in determining a bidder's responsibility:
 - 4.1.1 That the bidder employs qualified personnel to render prompt, efficient and quality service.
 - 4.1.2 Previous performance under City contracts, or contracts of sufficient and comparable size with other customers.
- 4.2 The City of Rochester may inspect the bidder's facility and require submission of such additional information as may be requested to verify the bidder's responsibility.
- 4.3 **MANUFACTURER'S CERTIFICATION**

If requested, bidder must submit a certificate executed by the manufacturer, stating that he is an authorized agent, dealer or distributor of the manufacturer.

5. CONTRACT PERIOD

- 5.1 It is the intention of the City to enter into a contract for a term of approximately one (1) year commencing on June 1, 2012 and ending on May 31, 2013.
- 5.2 The City may extend the contract under the same terms and conditions for three (3) additional one (1) year periods or less from date of expiration, provided such extension is mutually agreeable.

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6. PRICE

- 6.1 Price for parts shall be determined by applying the bidder's stated discount to the manufacturer's price list specified herein, and subsequent revisions thereof by the manufacturer.
- 6.2 CONTRACTOR SHALL NOTIFY THE PURCHASING AGENT IN WRITING A MINIMUM OF TWO (2) WEEKS PRIOR TO REVISION OF PRICE LIST AND SHALL SUBMIT TWO (2) COPIES OF REVISED PRICES. NEW MANUFACTURER'S PRICE LISTS MAY BE SUBMITTED BY THE CONTRACTOR NOT MORE OFTEN THAN AT NINETY (90) DAY INTERVALS.
- 6.3 Bidder shall quote single percentage discount only. Bids containing multiple discounts are subject to rejection.
- 6.4 If bid is based upon a price list other than that specified herein, the bid must be accompanied with a copy of such list, cross referenced to the part numbers of the manufacturer's price lists specified herein.
- 6.5 The City is exempt from State Sales and Federal Excise Taxes. This should be considered when quoting discount.
- 6.6 All orders shall be priced F.O.B. destination, including unloading at storeroom door of agency.
- 6.7 For emergency orders, agency may request shipment by other than normal method. The difference in transportation charges will be borne by the ordering agency. Such charges should be shown separately on the invoice.

7. METHOD OF AWARD

The award will be made by item to the lowest responsive and responsible bidder as follows:

- 7.1 The award for Item 1 will be based upon the lowest labor rate per hour in conjunction with the lowest discount for parts.
- 7.2 The award for Item 2 will be based upon the highest discount offered on the price lists specified herein.

8. QUANTITIES

- 8.1 Quantities are indefinite. Contract shall be for the actual quantities ordered during the contract period.
- 8.2 The City reserves the right to advertise for unanticipated requirements of substantial quantities in the best interests of the City, at the discretion of the Purchasing Agent.

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- 8.3 In the event satisfactory bids are not received, the Purchasing Agent reserves the right to consider alternate proposals containing deviations from City specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

9. PACKAGING

All items furnished must be new and in the manufacturer's individual original standard package, clearly marked as to part number and contents.

10. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 10.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 10.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor;
- 10.3 No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

11. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions with which the City has entered into municipal cooperation agreements, may participate in the contract resulting from this bid award. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to notify the other political subdivisions that this contract is available to them for purchases.

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P R O P O S A L

I/WE the undersigned hereby agree to furnish the City of Rochester with PARTS and/or SERVICE FOR TENNANT SWEEPERS for the term of the contract period in accordance with all terms, conditions, specifications, and stipulations of this Invitation to Bid.

ITEM 1. LABOR RATE PER HOUR FOR IN-SHOP REPAIRS: \$ _____

ITEM 2. OVER-THE COUNTER PARTS AND PARTS USED IN REPAIRS

Schedule: _____

Price column used: _____

Publication date: _____

Discount: _____ % off

ADDRESS OF SERVICE FACILITY: _____

TELEPHONE NO.: _____

TOTAL INVENTORY OF PARTS: \$ _____

IS YOUR COMPANY A TENNANT AUTHORIZED DEALER OR DISTRIBUTOR? _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 6)

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P R O P O S A L

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone / Fax No. Federal Employer Identification No.

E-mail Address of Recipient of Contract Awards and Extensions

Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date: _____